

Contract no. 913

CONTRACT

BETWEEN

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

REPRESENTING

CONSTRUCTION INSPECTION SUB/CODE OFFICIALS

April 1, 1989 - March 31, 1993

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## AGREEMENT

This Agreement, effective on the 1st day of April, 1989, has been negotiated between the Ocean County Board of Chosen Freeholders; hereinafter referred to as "Board", and non-supervisory Construction Inspection Sub-Code Officials represented by the Office and Professional Employees International Union, Local #14, A.F. of L. - C. I.O. - C.L.C.; hereinafter referred to as "Union."

### ARTICLE I

#### PURPOSE

The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

### ARTICLE II

#### RECOGNITION OF THE UNION

The Board recognizes the O.P.E.I.U., Local #14, A.F. of L., C.I.O.-C.L.C. as the exclusive representative of all salaried non-supervisory Construction Inspection Sub-Code Officials. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303 Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours, and those terms and conditions of employment permitted by said statutes.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Board control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.

3. To reprimand, suspend, discharge or otherwise discipline employees.

4. To hire promote, transfer, assign, reassign, lay-off, and recall employees to work.

5. To determine the number of employees and the duties to be performed.

6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.

8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.

9. To subcontract for any existing or future services as determined necessary by the Board.

10. To make or change Board rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.

11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board shall only be limited by the language of this clause.

In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives or supervisory personnel.

## ARTICLE IV

### NO STRIKE CLAUSE

A. It is recognized that the need for continued and uninterrupted operation of the Board's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Board.

C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down, or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.

D. Any activity enumerated above on the part of a Union member or member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Board.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 1. Definitions

A. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances may only be submitted to binding arbitration as a final step in the procedure.

B. All other allegations that there has been a violation, misinterpretation or a misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the County Administrator's level, and the County Administrator's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

C. Nothing in this procedure shall preclude an employee from exercising his/her legal or Civil Service rights.

D. A "grievant" is an employee who files a grievance.

E. "Representative" is a person or agent designated to represent either party in this procedure.

F. "Day" means work day.

G. "Party in interest" is a person, agent or agency with an interest in the grievance.

H. "Class grievance" is a formal grievance by two (2) or more employees.

I. "Group grievance" is the same or similar formal grievance by two (2) or more employees each in the same department.

2. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Formal grievances and appeals shall be filed in writing.

C. Communications and decisions concerning formal grievances shall be in writing.

D. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

E. Grievance may only be advanced by Step 2 or higher by Union Officers or Shop Stewards.

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator.

G. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board.

H. Failure by the County Administrator to issue a decision within the specified time limits shall render the grievance advanced to the next level.

I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

### 3. Processing

A. Time Limit - The number of work days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The Department Head will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission date on the grievance form.

C. Step 2 - If the grievant is dissatisfied with the answer submitted by the Department Head during the Step 1 of this process, then the union representative may appeal the Department Head's written answer within seven (7) work days after receipt of the answer at the first step by the grievant.

The Employee Relations Director or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the union representative within seven (7) work days of the submission of the grievance at Step 2.

D. Step 3 - If the grievant is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the grievant and/or his/her representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at the second step of the process by the grievant. The employee will request that the County Administrator schedule a hearing. The hearing shall be scheduled within seven (7) work days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process.

The County Administrator will submit a written answer to the grievant within seven (7) work days after the adjournment of the hearing. The decision of the County Administrator shall be final and binding on all matters except contract violations. The hearing by the County Administrator will take place within twenty-one (21) work days after the scheduled date is submitted to the grievant.

E. Step 4 - If the grievant is still dissatisfied with the answer received from the County Administrator and the grievance is a matter of contract violation, then the grievance may be submitted to arbitration in accordance with the procedure outlined below:

1. Within twenty (20) work days of the decision of the County Administrator, the union representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.



2. Within five (5) work days of such notice the union representative shall request a list of arbitrators from the American Arbitration Association.

3. Within five (5) work days of the receipt of such list, an arbitrator shall be selected by alternately striking names from the list; the union representative striking first. If the arbitrator is unable to serve, another list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) work days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.

5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.

6. The arbitrator shall have no power to add to, subtract from, or alter the language of this Agreement. He shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that constitute violations of this agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.

7. The arbitrator shall have no power to make an award or, in any matter which is not within the Board's power to implement, including monetary awards, require appropriations from governmental agencies other than the Board of Chosen Freeholders.

8. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if his/her decision requires Legislative action, such decisions shall be effective only if such legislation is enacted.

9. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

#### 4. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and Employees Relations Director will distribute the forms as required.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

6. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Board's premises.

7. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) union representative and witnesses who are employees of the Board throughout the grievance procedure. However, no employees or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

#### ARTICLE VI

##### EMPLOYEE MANUALS

For informational purposes, Personnel Handbooks have been prepared and distributed by the Department of Employee Relations to all employees in the bargaining unit.

#### ARTICLE VII

##### NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

#### ARTICLE VIII

##### HOURS OF WORK

The work week is defined as five eight (8) hour work days, 8:00 a.m. to 4:30 p.m., with a one-half (1/2) hour meal period and two (2) 15 minute breaks, one in the morning and one in the afternoon.

OVERTIME - Overtime at the rate of one and one-half (1 1/2) times will be paid under the following circumstances:

- a. For all hours worked after the completion of eight (8) hours in one work day or forty (40) hours in one work week.
- b. For all hours worked on a Sunday or designated County holiday.
- c. For all hours worked on a Saturday, provided that Saturday is not a part of the employee's regular work week.
- d. For all hours necessary for scheduled inspections prior to the beginning of the normal work day

prior to the beginning of the normal work day (8:00 a.m.), provided that the employees completes his normal work day.

- e. Any employee who leaves his work station and is required to return to work from his home shall be compensated with a guarantee of three (3) hours work upon the employee's return to his work location for the call-in work assignment. No employee will be paid less than three (3) hours wages for the three (3) hour period at the applicable rate at the time of call-in.
- f. Except during emergency circumstances, all overtime shall be authorized by management in advance.

#### ARTICLE IX

##### JOB CLASSIFICATION/OUT-OF-TITLE

A. Members of this bargaining unit will work within their own job title in accordance with the specifications set forth within the Civil Service job description.

B. In the event a member of this bargaining unit is assigned to perform work in a supervisory capacity for two (2) or more complete work days, he will be compensated at a daily rate which is ten percent (10%) higher than his regular base salary, retroactive to the first day of such service. In order to qualify for out-of-title compensation, the employee must perform all of the duties of the supervisor being replaced.

#### ARTICLE X

##### SENIORITY

A. All Construction Inspection Sub-Code Officials are to be notified of job openings and job vacancies prior to the filling of such positions by the posting of a notice on the employee relations bulletin board indicating the type of opening or vacancy that is occurring. It will be the responsibility of the employees in the bargaining unit to read the notice.

B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer with respect to promotions, however, service will be considered broken for the purpose of this clause, if an employee who has served continuously with the employer for at least one (1) year:

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.
2. Should an employee retire.

3. Should an employee suffer a validated dismissal.

4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.

5. Should an employee be absent without leave for more than five (5) days except for extenuating circumstances.

6. If necessary, Construction Inspection Sub-Code Officials will be laid off based upon seniority in accordance with existing Civil Service rules and regulations and County policy.

C. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by Civil Service law and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job.

D. If there are two (2) or more employees with equal skill and ability to perform work at the discretion of the administration, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, then the administration shall promote the employee which it deemed to be next eligible.

E. Vacations - Whenever more than one employee requests vacation at a job location at any particular time, the Board shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. No employee will be permitted to take a vacation during the peak period of work for his/her department. Peak periods will be designated by the administration each year.

## ARTICLE XI

### HOLIDAYS

Each full-time employee covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates specified each January by the Board of Chosen Freeholders:

New Years Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Election Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

The County will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders takes an official action to declare an extra holiday.

#### ARTICLE XII

##### LONGEVITY PAY

Longevity pay for all classified permanent Construction Inspectors with ten (10) or more years of continuous and unbroken service to the County of Ocean will be based upon the schedule set forth below. This schedule is effective September 1, 1987:

|          |                     |
|----------|---------------------|
| 10 years | 3.5% of base salary |
| 15 years | 4.6% of base salary |
| 20 years | 5.7% of base salary |
| 25 years | 6.0% of base salary |
| 30 years | 7.0% of base salary |

Effective January 1, 1992, longevity pay for all classified permanent employees covered by this agreement will be based upon the schedule set forth below:

|          |                     |
|----------|---------------------|
| 7 years  | 3.0% of base salary |
| 12 years | 4.6% of base salary |
| 17 years | 5.7% of base salary |
| 22 years | 6.5% of base salary |
| 27 years | 7.3% of base salary |
| 32 years | 8.0% of base salary |

#### ARTICLE XIII

##### BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of the death of a spouse, common-law spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent, grandchild, uncle or aunt of the employee; and any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle, or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employing authority may require proof of loss of a decedent whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

#### ARTICLE XIV

##### HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this Agreement shall be permitted to enroll in a County paid health plan after the 1st of the month following three (3) full months of employment.

The eligible employee shall have the option of choosing between the following existing plans:

1. Conventional Blue Cross/Blue Shield and Major Medical insurance.
2. Medigroup Shoreline HMO (Health Maintenance Organization) with supplemental coverage.

The eligible employee may change plans only during an announced open enrollment each year after having been enrolled in the other plan for a minimum of one (1) full year.

There shall be no change in either of the existing plans except in the case of a new plan that is equivalent or better.

Effective May 1, 1989, when a member of this bargaining unit is granted the privilege of a leave of absence without pay for either illness or maternity, health coverage under Articles XIV, XXVI, and XXXII will continue at County expense for the balance of the month in which the leave is granted plus up to three (3) additional months. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibility of the County to pay for benefits remains limited to the original period of up to four (4) months.

#### ARTICLE XV

##### PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business which cannot be conducted after the work day. The employee must have the permission of his or her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative.

#### ARTICLE XVI

##### DUES CHECKOFF

The employer agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The union will indemnify, defend and save harmless the County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union. A list of the names of deductees will be forwarded annually.

## ARTICLE XVII

### VACATION TIME

Effective April 1, 1986:

1. For an employee with no more than twelve (12) months of service - one (1) day for each calendar month employed.

2. For an employee who has served twelve (12) months and one (1) day up to a total of forty-eight (48) months - 12 working days.

3. For an employee who has served forty-eight (48) months and one (1) day up to one hundred and thirty-two (132) months - fifteen (15) working days.

4. For an employee who has served one hundred and thirty-two (132) months and one (1) day up to two hundred and twenty-eight (228) months - twenty (20) working days.

5. For an employee who has served two hundred and twenty-eight (228) months and (1) day - twenty-five (25) working days.

Vacation time must be earned before it is used. Each employee will be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the Board shall have unused vacation time paid to him/her; this shall be on a pro-rated basis. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs.

## ARTICLE XVIII

### SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month in the first year of service, commencing on the first month or major portion thereof from day of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, prorated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick leave at retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half (1/2) pay for each

responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

## ARTICLE XIX

### SICK LEAVE BUY-BACK PROGRAM

Purpose: The purpose of the Sick Leave Buy Back Program is to encourage employees to make judicious use of their annual sick leave allotment by providing a financial incentive.

Eligibility: In order to participate in this Program, an employee must satisfy all of the following conditions:

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
4. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.
- \*5. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

#### How the Program Works:

1. During January of each year (beginning in 1990), an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.
2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use, and accumulate sick leave in accordance with Civil Service rules and regulations.

\* Waived during 1989



ARTICLE XX

VISION CARE

Vision care benefits will be afforded to all members of the bargaining unit in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan", as administered by the Department of Insurance and Risk Management.

ARTICLE XXI

UNION LEAVE

Members of the bargaining unit may use up to a total of twenty (20) aggregate days for Union business leave each year. Union officers or shop stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for union business.

ARTICLE XXII

SEVERABILITY

If any part, clause portion or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXIII

MISCELLANEOUS

A. Construction Inspection Sub-Code Officials and Inspectors shall perform forty (40) hours of work per week. It is understood and agreed that the number of inspections performed by each employee may vary depending upon the degree of difficulty of the inspections being performed.

B. Present policy with respect to vehicles will continue. Members of this bargaining unit will be reimbursed for gasoline purchased for use in County vehicles, subject to presentation of proper receipts. This policy applies only to emergency situations. Tolls are not reimbursable.

ARTICLE XXIV

PRODUCTIVITY

The Union agrees that it will cooperate with the Ocean County Board of Chosen Freeholders and its agents in any productivity programs adopted by the Board of Chosen Freeholders concerning members of this bargaining unit. The union agrees that it supports and will cooperate with all efforts of the Board of Chosen Freeholders to increase and improve productivity among members of this bargaining unit.

ARTICLE XXV

WORK RULES

The Board of Chosen Freeholders may at its discretion adopt work rules for the efficient and orderly operation of its respective departments. The bargaining agent will be given a copy of any work rules fifteen (15) work days prior to the imposition of those rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) work days after receipt of the proposed work rules. The Board of Chosen Freeholders will consider the comments of the bargaining agent but the final adoption of the work rules will be a decision of the Board of Chosen Freeholders and the implementation of the work rules document will be left to the discretion of the Board of Chosen Freeholders and the County Administrator.

ARTICLE XXVI

FAMILY DENTAL PLAN

Effective January 1, 1987, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

|   |      |
|---|------|
| Preventive and diagnostic<br>(x-rays, cleaning, check-up, etc.) . . . . . | 100% |
| Treatment and therapy<br>(Fillings) . . . . .                             | 80%  |

Prosthodontics and periodontics,  
inlays, caps and crowns,  
oral surgery (ambulatory) . . . . . 50%

Orthodontics  
(limited to \$800. per patient  
over a 5 year period) . . . . . 50%

ARTICLE XXVII

DISABILITY PLAN

All employees covered by this Agreement are eligible for coverage under the County's existing sixty (60) day disability plan. All of the conditions and controls under the plan are applicable to these employees.

ARTICLE XXVIII

WORK PERFORMANCE

All employees covered by this Agreement will be expected to perform all duties as assigned by their supervisor. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through employer work rules, personnel regulations or other regulations. It is also recognized and agreed that employees in this bargaining unit recognize the authority of the Board to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Board.

ARTICLE XXIX

PERFORMANCE EVALUATION

The employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact the appropriate supervisor for an appointment for such discussion.

ARTICLE XXX

AGENCY SHOP

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of

this bargaining unit on the effective date of this agreement who is not a member of the O.P.E.I.U. shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments on the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this article.

#### ARTICLE XXXI

##### EXTENDED HEALTH BENEFITS

The Board agrees to continue Blue Cross/Blue Shield, and Major Medical coverage, or Medigroup Shoreline HMO, or such other medical plan as may hereafter be substituted in accordance with the terms of this Agreement, plus Family Prescription Plan, for members of this bargaining unit who take a P.E.R.S. retirement after twenty-five (25) or more years of service to Ocean County. Coverage will continue through the balance of the calendar year during which the P.E.R.S. retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retires in April 1989, extended coverage will continue through December 1, 1991.

The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "Parent and Child(ren)" type coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Union agrees that the Department of Employee Relations will be notified of any changes in individual circumstances which may permit a reduced level of coverage.

All other employee benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practices.

#### ARTICLE XXXII

##### FAMILY PRESCRIPTION PLAN

Effective January 1, 1988, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan contracted for with Blue Cross/Blue Shield or other suitable provider. Coverage will be for the employee, spouse, and children to age 23 and will include contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

ARTICLE XXXIII

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

ARTICLE XXXIV

SALARY

1. Effective April 1, 1989, salaries for members of this bargaining unit are established as follows;

a. Individual salaries of current members of the bargaining unit during the first contract year are set forth in Appendix A which is attached hereto and made a part hereof. These salaries are based upon the class of license currently held by the individuals and are directly converted from Appendix B, also attached.

b. Appendix B also sets forth the salary treatment for the final three contract years. Any change in the class of license held by a member of this bargaining unit will require an adjustment in salary.

2. Starting salaries for a Trainee, as defined in the Rules and Regulations of the Department of Community Affairs, hired between April 1, 1989 and March 31, 1991 shall be \$23,000. per annum. Those hired between April 1, 1989 and March 31, 1990 shall also receive a salary adjustment of 6.5% on April 1, 1990.

a. Effective April 1, 1991, the minimum salary for Trainee, both new hires and existing personnel, shall be \$25,000. per annum.

3. Effective April 1, 1989, new employees hired within the bargaining unit who possess an HHS license shall have a starting salary at the ICS rate set forth for their discipline; employees hired with an ICS license shall have a starting salary at the RCS rate set forth for their discipline; employees hired with an RCS license, if such license exists, shall have a starting salary at the applicable RCS rate. This level of compensation will continue until the next anniversary date of the contract at which time said employee will be elevated to the salary level on Appendix B consistent with their class of license.

4. If the cost of living, as determined by the Philadelphia All Urban Consumer Price Index, rises more than 8.0% during the period 1/1/91 through 12/31/91, each eligible member shall receive a lump sum adjustment (not added to base salary) equal to the difference between 8.0% and the CPI. These payments, if applicable, shall be made on or about March 15, 1992, retroactive to April 1, 1991, to those who were members of the bargaining unit prior to April 1, 1991.

If the cost of living, as determined by the Philadelphia All Urban Consumer Price Index, rises more than 8.0% during the period 1/1/92 through 12/31/92, each eligible member shall receive a lump sum adjustment (not added to base salary) equal to the difference between 8.0% and the CPI. These payments, if applicable, shall be made on or about March 15, 1993 to those who were members of the bargaining unit prior to April 1, 1992.

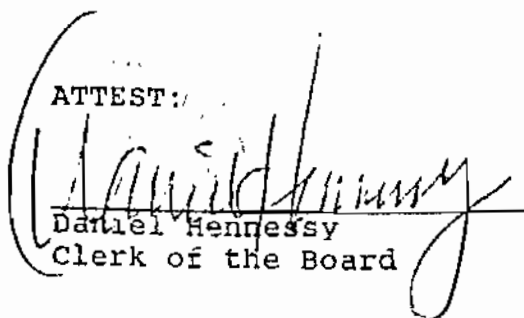
ARTICLE XXXIV

DURATION

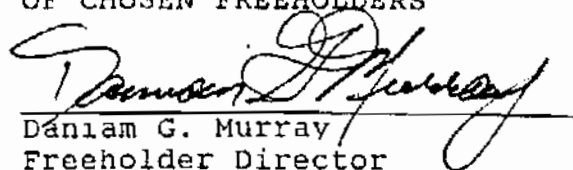
The terms and conditions set forth in this Agreement shall become effective on April 1, 1989, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1993, or until execution of a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 17<sup>th</sup> day of May, 1989.

ATTEST:

  
Daniel Hennessy  
Clerk of the Board

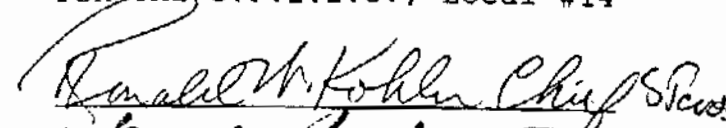
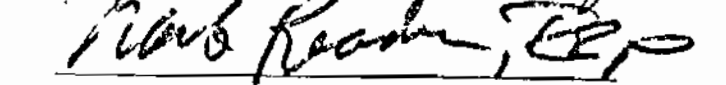
FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

  
Daniel G. Murray  
Freeholder Director

ATTEST:

\_\_\_\_\_

FOR THE O.P.E.I.U., Local #14

  
Ronald W. Kohler, Chief Steward  
  
Herb Reader, CEP

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

|                     | <u>Salary - 4/1/89</u> |
|---------------------|------------------------|
| Thomas W. Nimmo     | \$25,750.              |
| Ronald W. Kohler    | \$33,250.              |
| Paul R. Wainwright  | \$33,250.              |
| Frank J. Pingaro    | \$33,250.              |
| Gus Harak           | \$33,250.              |
| John F. Gerkens     | \$35,250.              |
| Michael Kulpa       | \$32,250.              |
| Robert M. Koches    | \$35,250.              |
| Eric K. Seidel, Sr. | \$33,750.              |
| Lincoln O. Mott     | \$35,250.              |
| Joseph E. Mott      | \$35,250.              |
| Roy C. Leone        | \$35,250.              |
| Edward A. Morris    | \$33,750.              |
| George A. Dittmar   | \$35,250.              |
| Wilfred E. Venet    | \$35,250.              |
| Douglas R. Erb      | \$30,750.              |
| Michael J. Clayton  | \$32,250.              |
| Thomas M. Cranmer   | \$32,250.              |
| Warren C. Fox       | \$32,250.              |
| Joseph Evaristo     | \$32,250.              |
| Barney J. Baldino   | \$32,250.              |
| Milton C. Bayer     | \$30,250.              |

APPENDIX A (cont.)

|                    | <u>Salary - 4/1/89</u> |
|--------------------|------------------------|
| Michael Cicerale   | \$33,250.              |
| James A. Erdman    | \$33,250.              |
| Charles R. Winther | \$33,250.              |
| Edward F. Nickel   | \$33,250.              |
| Dominick Terrone   | \$33,250.              |
| George Hopp        | \$33,250.              |